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19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 *In re: Hyundai and Kia Engine*
22 *Litigation*

CASE NO. 8:17-cv-00838-JLS-JDE

Member Cases:
8:17-cv-01365-JLS-JDE
8:17-cv-02208-JLS-JDE
2:18-cv-05255-JLS-JDE
8:18-cv-00622-JLS-JDE

Related Case:
8:18-cv-02223-JLS-JDE

**DEFENDANTS' RESPONSE TO
NON-PARTY KNIGHT MOTORS,
LP'S OBJECTIONS TO NOTICE
REGARDING EXCLUSION OF
COMMERCIAL ENTITIES**

The Hon. Josephine L. Staton
Courtroom: 10A
Trial Date: None Set

1 Despite not being a party or a class member, Knight Motors, LP purports to
 2 object to the proposed notice to commercial entities and owners informing them of
 3 their exclusion from the Settlement Class. (Dkt. 205.) The Court should strike
 4 Knight Motors' objection for lack of standing or overrule the objection on the
 5 merits.

6 **I. KNIGHT MOTORS LACKS STANDING TO OBJECT IN THIS CASE**

7 Knight Motors is not a party to this action nor a class member. It is well-
 8 settled that only class members possess standing to object to a settlement. *See Kim*
 9 *v. Tinder, Inc.*, No. 18 CV 3093 JFW (ASX), 2019 WL 3064464, at *1 (C.D. Cal.
 10 May 24, 2019) ("In a class action lawsuit, an objector is a non-named ***class***
 11 ***member***." (emphasis added)); *Lozano v. AT&T Wireless Servs., Inc.*, No.
 12 CV020090CASAJWX, 2010 WL 11515433, at *5 (C.D. Cal. Nov. 22, 2010)
 13 (finding non-class members lacked standing to object). As the Court acknowledged
 14 in its final approval order, certain commercial entities such as Knight Motors are
 15 now excluded from the Class. (Dkt. 202 at 7, 22.) Thus, Knight Motors has no
 16 standing to object to any aspect of this settlement.

17 **II. THE COMMERCIAL NOTICE IS NOT MISLEADING**

18 In all events, Knight Motors' bases for objecting to the proposed notice are
 19 groundless. Knight Motors contends the exclusion notice "improperly suggests
 20 and/or implies that [defendants] do not have an affirmative duty to remedy the
 21 vehicles" by omitting references to the Safety Act. (Dkt. 205 at 3.) Yet Knight
 22 Motors acknowledges that any obligations Hyundai and Kia owe under the Safety
 23 Act are "independent of any Class Action Settlement."¹ (*See id.*) Knight Motors
 24 unsurprisingly cannot provide authority for the premise that Hyundai and Kia are
 25 obligated to inform those who are ***not in the class*** about ***matters outside of and***
 26

27 ¹ Defendants also of course dispute Knight Motors' underlying assumption that
 28 these non-class members necessarily have a defect in their respective vehicles that
 might trigger a duties under the Safety Act.

1 ***wholly unrelated to the settlement.*** The case law is clear that due process does not
 2 require providing even ***class members*** with extraneous information in a class notice.
 3 *See Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1044–45 (9th Cir. 2019)
 4 (affirming district court did not err in rejecting objectors’ proposal to include
 5 information about related cases in settlement notice); *In re Online DVD-Rental*
 6 *Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015) (quoting *Lane v. Facebook, Inc.*,
 7 696 F.3d 811, 826 (9th Cir. 2012) (stating that notice need only “describe[] ‘the
 8 ***terms of the settlement*** in sufficient detail to alert those with adverse viewpoints to
 9 investigate and to come forward and be heard’”) (emphasis added); *Rodriguez v. W.*
 10 *Publ’g Corp.*, 563 F.3d 948, 962–63 (9th Cir. 2009) (notice about information
 11 beyond those specified in Rule 23 not required). The proposed exclusion notice
 12 fully and fairly fulfills its intended purpose: it informs certain businesses that
 13 submitted claims that the Settlement Agreement has been amended and no longer
 14 binds them. (See Dkts. 204-1, 204-2.) It would not provide additional clarity to
 15 incorporate Knight Motors’ proposed revisions—in fact, it would likely foment
 16 confusion by conflating the settlement with unrelated issues. Accordingly, the
 17 Court should strike or overrule Knight Motors’ objection.

18
 19 DATED: June 2, 2021

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 21
 22 Bv /s/ Shon Morgan

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